

Susan M. Coletti (coletti@fr.com) (admitted *pro hac vice*)
Elizabeth M. Flanagan (eflanagan@fr.com) (admitted *pro hac vice*)
FISH & RICHARDSON P.C.

222 Delaware Avenue, 17th Floor
Wilmington, DE 19899

Telephone: (302) 652-5070 / Fax: (302) 652-0607

Attorneys for Plaintiffs
ALLERGAN USA, INC. and ALLERGAN INDUSTRIE, SAS

William F. Cavanaugh (SBN 133461) (wcavanaugh@pbwt.com)
Scott B. Howard (sbhoward@pbwt.com) (admitted *pro hac vice*)
William F. Schmedlin (wschmedlin@pbwt.com) (admitted *pro hac vice*)
PATTERSON BELKNAP WEBB & TYLER LLP

1133 Avenue of the Americas
New York, NY 10036

Telephone: (212) 336-2000/ Fax: (212) 336-2222

Attorneys for Defendants
MEDICIS AESTHETICS, INC., MEDICIS PHARMACEUTICAL CORP.,
VALEANT PHARMACEUTICALS NORTH AMERICA LLC,
VALEANT PHARMACEUTICALS INTERNATIONAL,
VALEANT PHARMACEUTICALS INTERNATIONAL, INC., and
GALDERMA LABORATORIES, L.P.

SEE ADDITIONAL COUNSEL ON PAGE 2

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ALLERGAN USA, INC., and
ALLERGAN INDUSTRIE, SAS,

Plaintiffs,

v.

MEDICIS AESTHETICS, INC.,
MEDICIS PHARMACEUTICAL CORP.,
VALEANT PHARMACEUTICALS
NORTH AMERICA LLC,
VALEANT PHARMACEUTICALS
INTERNATIONAL,
VALEANT PHARMACEUTICALS
INTERNATIONAL, INC., and
GALDERMA LABORATORIES, L.P.

Defendants.

Case No. 8:13-cv-01436 AG (JPRx)

**STIPULATION FOR AMENDED
CONSENT JUDGMENT**

Jonathan E. Singer (CA Bar No. 187908) (singer@fr.com)
Michael J. Kane (kane@fr.com) (admitted *pro hac vice*)
Phillip W. Goter (goter@fr.com) (admitted *pro hac vice*)
FISH & RICHARDSON P.C.
60 South Sixth Street, Suite 3200
Minneapolis, MN 55402
Telephone: (612) 335-5070 / Fax: (612) 288-9696

Juanita R. Brooks (CA Bar No. 75934) (brooks@fr.com)
Lara S. Garner (CA Bar No. 234701) (lgarner@fr.com)
FISH & RICHARDSON P.C.
12390 El Camino Real
San Diego, CA 92130
Telephone: (858) 678-5070 / Fax: (858) 678-5099

Craig E. Countryman (CA Bar No. 244601) (countryman@fr.com)
FISH & RICHARDSON P.C.
555 W. 5th Street, 31st Floor
Los Angeles, California 90013
Telephone: (213) 533-4240 / Fax: (213) 996-8304

Attorneys for Plaintiffs
ALLERGAN USA, INC. and ALLERGAN INDUSTRIE, SAS

Donald G. Norris (SBN 90000) (dnorris@norgallaw.com)
Douglas F. Galanter (SBN 93740) (dgalanter@norgallaw.com)
NORRIS & GALANTER LLP
523 W. Sixth St., Suite 716
Los Angeles, CA 90014
Tel: 213-232-0855/ Fax: 213-286-9499
dnorris@norgallaw.com
dgalanter@norgallaw.com

Attorneys for Defendants
MEDICIS AESTHETICS, INC., MEDICIS PHARMACEUTICAL CORP.,
VALEANT PHARMACEUTICALS NORTH AMERICA LLC,
VALEANT PHARMACEUTICALS INTERNATIONAL,
VALEANT PHARMACEUTICALS INTERNATIONAL, INC., and
GALDERMA LABORATORIES, L.P.

1 Pursuant to Rule 59(e) of the Federal Rules of Civil Procedure, Plaintiffs
2 Allergan USA, Inc., and Allergan Industrie, SAS (“Allergan”) and Defendants
3 Galderma Laboratories, L.P. (“Galderma”) and Medicis Aesthetics, Inc., Medicis
4 Pharmaceutical Corp., Valeant Pharmaceuticals North America LLC, Valeant
5 Pharmaceuticals International, and Valeant Pharmaceuticals International, Inc.
6 (collectively “Valeant”) hereby stipulate that Consent Judgment (D.I. 149) in the
7 above entitled and numbered action be amended and replaced in its entirety to be
8 consistent with the following stipulation.

9 Allergan and Galderma, hereby stipulate as follows, pursuant to their
10 Settlement and License Agreement entered as of June 8, 2015 (the “Agreement”):

- 11 1. United States Patent Nos. 8,357,795 and 8,450,475 are valid and
12 enforceable as between Allergan and Galderma.
- 13 2. United States Patents Nos. 8,357,795 and 8,450,475 are infringed by
14 Galderma’s Restylane-L® and Perlane-L® products and will be
15 infringed by Galderma’s future Emervel® family of products
16 containing lidocaine.
- 17 3. Consistent with the Agreement, Galderma Laboratories, L.P. and its
18 Affiliates will not make, import, use, offer to sell, or sell its Emervel®
19 family products containing lidocaine in the United States and its
20 territories before January 1, 2016, except that this injunction shall not
21 prohibit Galderma or its Affiliates, Agents, Successors, and Assigns at
22 any time from (1) importing into the Territory or having imported into
23 the Territory Emervel Lidocaine Products so long as the Emervel
24 Lidocaine Products are not offered for sale or sold in the Territory
25 prior to January 1, 2016, (2) training its sales force, including any
26 independent contractors, on the marketing of Emervel Lidocaine
27 Products, (3) preparing and having prepared marketing materials for
28 Emervel Lidocaine Products, and (4) conducting or having conducted

1 clinical trials of Emervel Lidocaine Products in the Territory. Emervel
2 Lidocaine Products imported into the Territory pursuant to subsection
3 (1) may be stored at a warehouse owned or operated by a third party
4 distributor so long as the Emervel Lidocaine Products are not sold,
5 offered for sale or used by any Third Party in the United States prior to
6 January 1, 2016.

7 4. Each party shall bear its own costs and attorneys' fees.

8 5. Consistent with the Agreement, the parties agree that this Court should
9 be the exclusive forum for resolving any disputes relating to the
10 Agreement.
11

12 A proposed order is filed herewith.
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16 Dated: June 17, 2015

17 By: /s/ Michael J. Kane

18 Michael J. Kane

19 Attorney for Plaintiffs

20 Dated: June 17, 2015

21 By: /s/ William F. Cavanaugh, Jr.

22 William F. Cavanaugh, Jr.

23 Attorney for Defendants
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1 **SIGNATURE ATTESTATION**

2 Pursuant to Civil Local Rule 5-4.3.4(a)(2), I attest that counsel for Defendants
3 have authorized the filing of this document.

4
5 /s/ Michael J. Kane
6 Michael J. Kane
7

8 **CERTIFICATE OF SERVICE**

9
10 The undersigned hereby certifies that a true and correct copy of the above and
11 foregoing document has been served on June 17, 2015 to all counsel of record who
12 are deemed to have consented to electronic service via the Court's CM/ECF system
13 per Civil Local Rule 5.4. Any other counsel of record will be served by electronic
14 mail, facsimile and/or overnight delivery.

15
16 /s/ Michael J. Kane
17 Michael J. Kane
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